

18-2811

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION - CINCINNATI**

**In The Matter Of**

**Michael E. Samuels  
Laura G. Samuels**

**Debtors**

**Chapter 7**

**Case No. 18-14430**

**Judge: JEFFERY P. HOPKINS**

**MOTION FOR RELIEF FROM STAY/  
1510 Kinney, Cincinnati, OH 45231**

Secured Creditor, The Huntington National Bank, Successor by Merger with Advantage Bank, Successor by Merger with The Westwood Homestead Savings Bank (hereinafter, "Movant") hereby moves this Court pursuant to 11 U.S.C. 362(d) and Rules 4001, 9013, and 9014 of the Rules of Bankruptcy Procedure & Local Bankruptcy Rules 4001-1, 9013-1 and 9013-3 for an Order modifying the automatic stay provided under 11 U.S.C. 362(a) in order to permit Movant to commence a foreclosure action in State Court against debtor and/or to otherwise enforce its lien rights against the property. The grounds upon which this Motion is made are set forth in the Memorandum in Support attached hereto.

Respectfully submitted,

**/s/ Christopher P. Kennedy**

Carlisle, McNellie, Rini, Kramer & Ulrich  
Co., L.P.A.

By: Phyllis A. Ulrich (0055291)

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Attorneys for Movant:

The Huntington National Bank, Successor by  
Merger with Advantage Bank, Successor by  
Merger with The Westwood Homestead  
Savings Bank

**MEMORANDUM IN SUPPORT OF MOTION**

In Support of this Motion for Relief from Stay, Movant hereby represents as follows:

1. This Motion is a request for modification of the stay of proceedings against certain property of the debtors, Michael E. Samuels and Laura G. Samuels, (the "Debtors"), pursuant to Section 362(d) of the United States Bankruptcy Code.

2. On December 7, 2018, the Debtors filed a petition seeking relief under Chapter 7 of the Bankruptcy Code.

3. Prior to this bankruptcy, on December 15, 1998, Home Solutions, LLC, Michael E. Samuels, managing member and Michael E. Samuels, Individually executed and delivered to The Westwood Homestead Savings Bank., its successors and assigns, a promissory note (the "Note"), a copy of which is attached hereto, marked Exhibit "A". The Note was transferred to Movant as evidenced by the merger documents attached hereto as Exhibit "B" and made a part hereof.

4. As security for the payment of the Note, Home Solutions, LLC by Michael E. Samuels, Managing member executed and delivered to The Westwood Homestead Savings Bank, its successors and assigns, a mortgage deed for the real property at 1510 Kinney, Cincinnati, OH 45231 (the "Property"). The complete legal description of the Property is contained in the mortgage, a copy of which is attached hereto as Exhibit "C". The mortgage was delivered to the Recorder of Hamilton County on December 18, 1998 at 7:14 a.m. and was recorded in Page 252, Volume 7835, of the mortgage records of said county and thereby became a good and valid first lien upon the Property. The mortgage was transferred to Movant as evidenced by the merger documents attached hereto as Exhibit "B" and made a part hereof.

5. Movant attaches hereto a true and accurate copy of the recorded title deed required by Local Rule as Exhibit "D".

6. At the time of the Debtors' filing of the Chapter 7 petition, the Debtor owed Movant the sum of \$27,066.34, plus interest at the rate of 7.875% from October 1, 2017, plus late charges as provided for in the mortgage deed described below, plus advances made by Movant for the payment of taxes, assessments, insurance premiums and other costs incurred for the protection of Property securing the Note. The Property is valued at \$70,220.00 according to the Hamilton County Auditor. Debtor's loan account is contractually due for the November 1, 2017 payment and all subsequent payments, late charges and all charges assessable to the loan account of the Debtor. The first payment default for this loan was November 1, 2017. Home Solutions, LLC., may also

have an interest in the Property. Willis Reality, LLC., may also have an interest in the Property. The Property is also encumbered by a judgment lien in favor of First Financial Bank in the approximate amount of \$39,220.00.

7. Movant is desirous of commencing an action in state court in foreclosure to enforce its rights under the "cause" provision of Section 362(d)(1) of the Bankruptcy Code because Movant does not have adequate protection of its interest in the Property.

8. For the reasons stated herein, Movant respectfully requests that this Court order that the automatic stay of proceedings under Section 362(a) of the Bankruptcy Code be modified to permit it to commence a foreclosure action in state court and/or to otherwise enforce its lien rights against the Property.

9. Movant further requests that this Court provide an opportunity for hearing upon this Motion in accordance with law.

10. Movant further requests that notwithstanding the provisions of 4001(a)(3) of the Federal Rules of Bankruptcy Procedure, that the relief from stay not be stayed for 14 days, but shall become effective immediately.

11. This request for relief from the automatic stay by Movant does not seek to affect the right of the Chapter 7 Trustee with relation to the estate's interest in the Property securing the debt owed to Movant.

12. Movant attaches hereto the worksheet required by Local Rule as Exhibit "E".

Date: December 13, 2018

Respectfully submitted,

/s/ Christopher P. Kennedy

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Co., L.P.A.

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Attorneys for Movant:

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Merger with Advantage Bank, Successor by  
Merger with The Westwood Homestead  
Savings Bank

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Motion for Relief was served (I) **electronically** on the date of filing through the Court's ECF System on all ECF participants registered in this case at the email address registered with the court and (ii) by **ordinary U.S. Mail** on December 13, 2018 addressed to:

Michael E. Samuels, Debtor, 278 Ritchie Ave., Cincinnati, OH 45215  
Laura G. Samuels, Debtor, 4910 Hunt Road, #2122, Cincinnati, OH 45242  
Home Solutions LLC, 278 Ritchie Ave., Cincinnati, OH 45215  
Willis Reality, LLC, 278 Ritchie Ave., Cincinnati, OH 45215  
First Financial Bank, 300 High Street, Room 601, Hamilton, OH 45011  
Synchrony Bank c/o PRA Receivables Management LLC, PO Box 41021, Norfolk, VA 23541  
Adam B. Hall, Manley Deas Kochalski LLC, P.O. Box 165028, Columbus, OH 43216-5028  
Reimer Law Co., Richard J. LaCivita, Esq., 30455 Solon Road, Solon, OH 44139

**/s/ Christopher P. Kennedy**

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